



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS  
FOR  
NEXT GENERATION IT ASSESSMENT**

**RFP # 31701-03075**

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## 1. INTRODUCTION

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The State of Tennessee, Department of Finance and Administration, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

### 1.1. Statement of Procurement Purpose

The State is seeking a qualified vendor to perform a Next Generation Information Technology (“NextGen IT”) Assessment. In the course of this assessment, the vendor will assess the IT organizations in twenty (20) State of Tennessee Agencies. The purpose of this assessment is to determine current and future IT support needs and recommend practical ways to improve the quality of the IT services provided. In order to collect the information required to perform the assessment, the successful vendor will interview the IT Management personnel and support staff of each State Agency listed in RFP Attachment 6.7, Agency Profiles. In addition to these interviews, the vendor will also use other information-gathering techniques, such as documentation reviews and questionnaires, as needed, to form a complete picture of the IT requirements and capabilities of each Agency.

The vendor will report various components of the assessment results to Agency management, the NextGen IT Steering Committee, and the Chief Information Officer (CIO) as applicable. Deliverables will include both written and oral reports. A major outcome of this effort will be recommendations for Global Standardized Methods and Practices, and Governance, to bring consistency to IT support services as they are performed throughout the various State Agencies.

At the State’s option, the State may also request the vendor’s assistance in providing, or assisting with, the following:

- IT Staff Mapping and Training
- Implementation of approved recommendations
- Professional Services, for optional vendor assistance with implementation and other tasks

See RFP Attachment 6.6, *Pro Forma* Contract for a complete description of the required services, optional services, and the successful vendor’s obligations.

### 1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

### 1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the

Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### 1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 31701-03075**

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Mitzi R. Hale  
Department of Finance and Administration  
17<sup>th</sup> Floor, Wm. R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Phone: 615.741.373  
Fax: 615.741.6164  
[Mitzi.Hale@state.tn.us](mailto:Mitzi.Hale@state.tn.us)

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

David Sledge  
Title VI Coordinator  
Tennessee Department of Finance and Administration  
Human Resource Office  
21st Floor, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Phone: 615.532.4595  
Fax: 615.741.3470  
E-mail: [David.Sledge@TN.gov](mailto:David.Sledge@TN.gov)

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the State by a specified deadline date will not substitute for the State’s actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.9).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State’s official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

**1.5. Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.6. Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

**1.7. Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

The Multimedia Room  
3<sup>rd</sup> Floor, Snodgrass TN Tower  
312 Rosa L. Parks Ave.  
Nashville, 37243

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions, however potential proposers must understand that the State's response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 1.4.6 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

**A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

1.9. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

## 2. RFP SCHEDULE OF EVENTS

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2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		November 1, 2012
2. Disability Accommodation Request Deadline	2:00 p.m.	November 6, 2012
3. Pre-proposal Conference	2:00 p.m.	November 7, 2012
4. Notice of Intent to Propose Deadline	2:00 p.m.	November 8, 2012
5. Written "Questions & Comments" Deadline	2:00 p.m.	November 14, 2012
6. State Response to Written "Questions & Comments"		November 27, 2012
7. Proposal Deadline	2:00 p.m.	December 4, 2012
8. State Completion of Technical Proposal Evaluations		December 18, 2012
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 19, 2012
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 21, 2012
11. Contract Signing		January 8, 2013
12. Contractor Contract Signature Deadline	2:00 p.m.	January 15, 2013

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to Section 1.9).

### 3. PROPOSAL REQUIREMENTS

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#### 3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.**

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
  - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.**

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

## 3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Proposal paper document labeled:

**“RFP # 31701-03075 TECHNICAL PROPOSAL ORIGINAL”**

and seven (7) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

**“RFP # 31701-03075 TECHNICAL PROPOSAL COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

**“RFP # 31701-03075 COST PROPOSAL ORIGINAL”**

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

**“RFP # 31701-03075 COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

- 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 31701-03075 TECHNICAL PROPOSAL FROM  
[PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:



**“DO NOT OPEN... RFP # 31701-03075 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 31701-03075 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Mitzi R. Hale  
Department of Finance and Administration  
17<sup>th</sup> Floor, Wm. R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

**3.3. Proposal & Proposer Prohibitions**

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

#### 3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### 3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

#### 3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.**

#### 3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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##### **4.1. RFP Amendment**

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.9). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

##### **4.2. RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

##### **4.3. State Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

##### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

##### **4.5. Right to Refuse Personnel**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

##### **4.6. Insurance**

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

#### **4.7. Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

#### **4.8. Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### **4.9. Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
  - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
  - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
  - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive

and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

**4.10. Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.11. Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

**4.12. Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5. PROPOSAL EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>20</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>50</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:
  - a. the proposal adequately meets requirements for further evaluation;
  - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

### 5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.



- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

**RFP # 31701-03075 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY**

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:**

\_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):**

\_\_\_\_\_

### TECHNICAL PROPOSAL & EVALUATION GUIDE

**SECTION A: MANDATORY REQUIREMENTS.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	<b>A.1.</b>	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	<b>A.4.</b>	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	<b>A.5.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.6.</b>	Provide evidence, in the form of the name of the entity and information regarding the scope of the assessment and high level results, where the Proposer has provided an IT assessment of similar scope and size (for a large agency with at least 100 IT employees) resulting in the implementation of sustainable change at a city, county or state government entity. The entity provided as evidence should also serve as one of the Proposer's customer references as required in RFP Attachment 6.2, Section B, Item B.17.	
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>			

### TECHNICAL PROPOSAL & EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	<b>B.2.</b>	Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Proposer has been in business.
	<b>B.4.</b>	Briefly describe how long the Proposer has been performing the services required by this RFP.
	<b>B.5.</b>	Describe the Proposer's number of employees, client base, and location of offices.
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	<b>B.7.</b>	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>B.9.</b>	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	<b>B.10.</b>	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.11.</b>	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	<b>B.12.</b>	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	<b>B.13.</b>	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	<b>B.14.</b>	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.</li> </ul>
	<b>B.15.</b>	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> <li>(a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises;</li> <li>(b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> <li>(i) contract description and total value</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability)</li> <li>(iii) contractor contact and telephone number;</li> </ul> </li> <li>(c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — <b>PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS</b>)</li> <li>(ii) descriptions of anticipated contracts</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and</li> </ul> </li> <li>(d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability.</li> </ul> <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>PROPOSER LEGAL ENTITY NAME:</b>		
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.16.</b>	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract term; and</li> <li>(e) the contract number.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	<b>B.17.</b>	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> <li>(a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references.</li> <li>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</li> <li>(c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal).</li> </ul> </li> <li>(d) <u>Do NOT open the sealed references upon receipt.</u></li> <li>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.</li> </ul>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>	
		<p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>	
<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b>  <i>(maximum possible score = 20)</i></p>			
<p><i>State Use – Evaluator Identification:</i></p>			



## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL PROPOSAL &amp; EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

<b>PROPOSER LEGAL ENTITY NAME:</b>					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Describe the Proposer's understanding of the State's requirements.		<b>1</b>	
	<b>C.2.</b>	Describe how the Proposer will complete the scope of services and accomplish required objectives.		<b>2</b>	
	<b>C.3.</b>	Provide an Initial Implementation Plan, addressing, at a minimum <u>all</u> items listed in <i>pro forma</i> Contract Section A.3.c.ii.(2).		<b>2</b>	
	<b>C.4.</b>	Describe the methodology and approach the Proposer will use to recommend applications, systems, technologies, and software that are needed to improve the provision of IT services (see <i>pro forma</i> Contract Section A.4.a.iii).		<b>1</b>	
	<b>C.5.</b>	Describe the methodology and approach the Proposer will use to identify current Agency IT Methods and Practices, and map against appropriate Industry Standard Best Methods and Practices (see <i>pro forma</i> Contract Section A.4.c).		<b>3</b>	
	<b>C.6.</b>	Describe the methodology and approach the Proposer will use to provide recommendations for revised Agency IT governance structures, and processes (see <i>pro forma</i> Contract Section A.4.d).		<b>1</b>	
	<b>C.7.</b>	Describe in detail the methodologies and techniques that will be used to assess and quantitatively rate Agency management and staff skill levels (see <i>pro forma</i> Contract Section A.4.e).		<b>5</b>	
	<b>C.8.</b>	Describe the methodology and approach the Proposer will use to provide recommendations on an optimum range for the number of IT staff with specific skills and certifications for ideal performance (see <i>pro forma</i> Contract Section A.4.f).		<b>2</b>	
	<b>C.9.</b>	Describe the methodology and approach the Proposer will use to perform the Resource/Skills gap analysis (see <i>pro forma</i> Contract Section A.4.g).		<b>4</b>	
	<b>C.10.</b>	Describe the methodology and approach the Proposer will use to identify additional training and certifications needed for staff to be effective (see <i>pro forma</i> Contract Section A.4.h).		<b>2</b>	
	<b>C.11.</b>	Describe the methodology and approach the Proposer will use to provide recommendations on the types of hard metrics		<b>1</b>	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

<b>PROPOSER LEGAL ENTITY NAME:</b>					
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
		to provide adequate visibility into on-going process improvement, skills, and process-fit improvement activities (see <i>pro forma</i> Contract Section A.4.i).			
	<b>C.12.</b>	Describe the methodology and approach the Proposer will use to recommend standardized methods and practices with a global emphasis (see <i>pro forma</i> Contract Section A.5).		<b>1</b>	
	<b>C.13.</b>	Describe the methodology and approach the Proposer will use to recommend improvements to State's global governance structures and processes, with a focus on improving the overall governance structures and interactions among Agencies, OIR, and BSD (see <i>pro forma</i> Contract Section A.6).		<b>2</b>	
	<b>C.14.</b>	Describe the methodology and approach the Proposer will use to assess and quantitatively map current state IT staff's job classifications to the new job classifications provided by the State's Department of Human Resources (see <i>pro forma</i> Contract Section A.7.a).		<b>2</b>	
	<b>C.15.</b>	Describe the methodology and approach the Proposer will use to develop a centralized IT training program including skills certification and testing processes (see <i>pro forma</i> Contract Section A.7.b).		<b>1</b>	
	<b>C.16.</b>	Describe the methodology and approach the Proposer will use to manage and assist Agencies with the implementation of state-approved recommendations (see <i>pro forma</i> Contract Section A.8).		<b>2</b>	
	<b>C.17.</b>	Describe how the Proposer will respond to the varying levels of Contractor staffing required to accommodate the State's requirement that there will be some overlap of agencies during the assessment process. (See <i>pro forma</i> Contract Section A.10.) In other words, the Contractor will have to work on more than one agency assessment at the same time. Describe specifically how the Contractor would staff and manage simultaneous assessments for two (2) large agencies and one (1) small agency.  For this response, assume that a "large" agency has in excess of 100 IT staff members; a "small" agency has up to 30 IT staff members. The IT Department staff sizes for State agencies are listed in the table at the beginning of RFP Attachment 6.7, Agency Profiles.		<b>2</b>	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>					<b>X 50</b> <i>(maximum possible score)</i>
					<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>					

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

<b>PROPOSER LEGAL ENTITY NAME:</b>					
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>					

**RFP ATTACHMENT 6.3.****COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The proposed hourly rates must be fully loaded to include all administrative, software tools, and travel costs.

The Proposer must enter only one rate per cost cell; the Proposer must **NOT** enter more than one rate or a range of rates in a single cost cell. The Proposer must **NOT** add any other information to the Cost Proposal.

The Proposer may enter zero (0) in a required proposed cost cell; however, the Proposer should not leave any proposed cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

<b>PROPOSER SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	

**TABLE A – NEXT GENERATION IT ASSESSMENT**

In the appropriate cell below, for each State Agency the Proposer shall enter a one-time, fixed cost to perform Next Generation IT Assessment services, as described in the *pro forma* Contract Scope of Services, Sections A.2 through A.4; and A.10.

<b>PROPOSER LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Safety NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	

## RFP ATTACHMENT 6.3. (continued)

TABLE A – NEXT GENERATION IT ASSESSMENT

In the appropriate cell below, for each State Agency the Proposer shall enter a one-time, fixed cost to perform Next Generation IT Assessment services, as described in the *pro forma* Contract Scope of Services, Sections A.2 through A.4; and A.10.

PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Financial Institutions NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Economic and Community Development NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Health NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Correction & Probation NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
TennCare NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Bureau of Investigations NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Transportation NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Finance and Administration (excludes OIR) NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
ERP NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	

## RFP ATTACHMENT 6.3. (continued)

TABLE A – NEXT GENERATION IT ASSESSMENT

In the appropriate cell below, for each State Agency the Proposer shall enter a one-time, fixed cost to perform Next Generation IT Assessment services, as described in the *pro forma* Contract Scope of Services, Sections A.2 through A.4; and A.10.

<b>PROPOSER LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Commerce & Insurance NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
General Services NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Revenue NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Environment and Conservation NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Mental Health NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Intellectual and Developmental Disabilities NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Agriculture NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Education NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
TWRA NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	
Office for Information Resources (OIR) NextGen IT Assessment (See Contract Sections A.2 through A.4; and A.10 )	\$ / EACH	1	

## RFP ATTACHMENT 6.3. (continued)

TABLE A – NEXT GENERATION IT ASSESSMENT

In the appropriate cell below, for each State Agency the Proposer shall enter a one-time, fixed cost to perform Next Generation IT Assessment services, as described in the *pro forma* Contract Scope of Services, Sections A.2 through A.4; and A.10.

PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals <hr/> evaluation cost amount being evaluated		x 20 (maximum section score)	= TABLE A SCORE:
State Use – RFP Coordinator Signature, Printed Name & Date:			

TABLE B – GLOBAL RECOMMENDATIONS

In the appropriate cell below, the Proposer shall enter a one-time, fixed cost to provide Global Standardized Methods and Practices Recommendations, as described in *pro forma* Contract Section A.5; and Global Governance Recommendations, as described in the *pro forma* Contract Scope of Services, Section A.6.

<b>PROPOSER LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Global Standardized Methods and Practices Recommendations (See Contract Section A.5)	\$ / EACH	1	
Global Governance Recommendations (See Contract Section A.6)	\$ / EACH	1	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 5 \text{ (maximum section score)} = \text{TABLE B SCORE:}$			
State Use – RFP Coordinator Signature, Printed Name & Date:			



**TABLE C – NEXT GENERATION IT ASSESSMENT PROFESSIONAL SERVICES**

In this table, the Proposer shall enter the hourly rates to provide additional optional consulting services, as described in the *pro forma* Contract, Sections A.8 and A.9.

<b>PROPOSER LEGAL ENTITY NAME:</b>								
<b>Cost Item Description</b>	<b>Proposed Cost</b>					<b>State Use ONLY</b>		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
NextGen IT Assessment Consultant (See Cont. Sections A.8, and A.9)	\$ / per hour	\$ / per hour	\$ / per hour	\$ / per hour	\$ / per hour		15,600	
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 5$ (maximum possible score)	=TABLE C SCORE:	
State Use – RFP Coordinator Signature, Printed Name & Date:								

**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.**

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

**RFP # 31701-03075 PROPOSAL REFERENCE QUESTIONNAIRE****REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)**

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

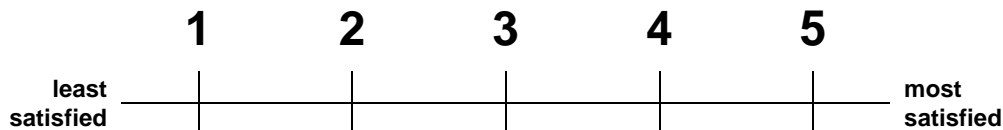
RFP # 31701-03075 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

*Please respond by circling the appropriate number on the scale below.*

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

---

(must be the same as the signature across the envelope seal)

**DATE:**

## RFP ATTACHMENT 6.5.

## PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL – TABLE A</b> (maximum: 20)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>COST PROPOSAL – TABLE B</b> (maximum: 5)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>COST PROPOSAL – TABLE C</b> (maximum: 5)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL PROPOSAL EVALUATION SCORE:</b> (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

**RFP # 31701-03075 *PRO FORMA* CONTRACT**

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
AND  
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of Next Generation Information Technology (IT) assessment and process improvement services (collectively referred to as "NextGen IT Assessment"), as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall conduct independent assessments of multiple State Agencies' Information Technology (IT) organizations (see RFP Attachment 6.7, Agency Profiles), with the goal of improving the quality of IT services provided. The assessment process comprises the following tasks:
  - a. Definite:
    - i. Planning
    - ii. Agency IT Environment Assessments
    - iii. Global Standardized Methods and Practices Recommendations
    - iv. Global Governance Recommendations
  - b. Optional, at the State's request:
    - i. IT Staff Mapping and Training
    - ii. Implementation
    - iii. NextGen IT Assessment Professional Services

The tasks outlined above are described in more detail in the following sections.

**A.3. Planning.**

- a. The State will develop, and provide draft documentation of the following processes currently in place at the State:

[Note: these documents will not be included in the RFP, but will be provided to the Contractor on or near the start date of the Contract.]

- i. IT Roles and Responsibilities – a high-level discussion of typical agency IT roles vs. Office for Information Resources (OIR)/Business Solutions Delivery (BSD) roles
- ii. Project Management Methodology
- iii. Business Analysis Methodology
- iv. Business Process Management approach
- v. Testing approach



- vi. Quality Assurance
  - vii. Organizational Change Management Methodology
- b. As soon as possible after Contract start date, the Contractor will complete its review of the draft documents from Contract Section A.3.a, above.
- c. The Contractor will then meet with the State to review and address any concerns with the following documents:
- i. Documents listed in Contract Section A.3.a, above
  - ii. The following documents, initial versions of which were provided by the Contractor in response to the NextGen IT Assessment RFP:
    - (1) Contractor project team structure and resumes (RFP Attachment 6.2, Section B, Items B.12 and B.13).
    - (2) Initial Implementation Plan, including the following sections:
      - (a) Processes
      - (b) Milestones
      - (c) Sample Deliverables – This will include the following:
        - (i) Sample deliverables from previous projects on which the Contractor has worked;
        - (ii) High-level tables of contents (TOCs) for the deliverables listed in this Section A, Scope of Services; and
        - (iii) Any additional TOC items or deliverables that the Contractor believes will be beneficial.

The State and the Contractor will develop and agree on the expected content and structure of deliverables. Note that the State reserves the right to make reasonable changes to the expected content and structure of deliverables without additional cost to the State.

    - (d) Initial Communication Plan – for each Agency assessment, the Plan shall describe an approach to achieve effective communication between that Agency's Commissioner, Deputy Commissioner, and IT Director; as well as the Chief Information Officer (CIO) and Business Solutions Delivery (BSD) group. The Plan shall also discuss the Contractor's approach to training the interviewers who will perform the skills assessments, to insure that they are sensitive to Agency staff members' concerns regarding the purpose of the assessments.
- d. The Contractor will revise the Initial Implementation Plan provided in response to the NextGen IT Assessment RFP, as necessary.
- e. The Contractor and State executive/management staff will work together to identify potential risks involved with the assessment process and will devise means to mitigate the identified risks. The Contractor will document the results of this process.
- f. Planning Deliverables. The Contractor will provide:

- i. Revised Implementation Plan
- ii. Assessment Risks and Mitigation Plan

A.4. Agency IT Environment Assessments.

For each Agency, the Contractor will:

- a. Document IT work that must be done and the tools and skills required to successfully provide Agency IT services, to include the following:
  - i. Comprehensive list of all applications, systems, technologies, and software currently supported and used
  - ii. Comprehensive list of all IT services currently supported/provided by internal Agency staff
  - iii. A recommended list of applications, systems, technologies, and software that are needed to improve the provision of IT services
  - iv. Business functions (missions and goals) and locations
  - v. Projects currently underway, as well as those in planning stages

This task will require the use of targeted interviews, focusing on Agency IT management and some staff.

- b. Document the Agency IT management hierarchy, organizational structure, and IT-related business and/or technical objectives.
- c. Identify current Agency IT Methods and Practices, and map against appropriate Industry Standard Best Methods and Practices, and identify gaps preventing success. Provide recommendations for additional Methods and Practices necessary for success.
- d. Document the current Agency IT Governance structures and processes. Provide recommendations for revised Agency IT Governance structure/processes.
- e. Assess IT management and staff responsibilities and skills. The Contractor will:
  - i. Document the job roles and responsibilities of Agency management and staff. These must be listed individually by staff member. At the State's request, the Contractor will code the assessments to protect the identities of interviewees. This will be determined during the Planning process, described above.
  - ii. Inventory the current skills of Agency management and staff members; this includes all IT-related skills possessed and will not be limited to skills related to an individual's current job classification. The target staff for this inventory will include personnel occupying IT job classifications, personnel deemed to be fulfilling an IT function, and any personnel identified by the Agency's Management. In the event that additional interview candidates are identified after the Contract start date, the state will compensate the Contractor for the additional work using Professional Services hourly rates.
 

The Contractor will not perform a skills assessment of contractors/consultants assigned to IT roles, but will note the tasks they are performing.
  - iii. Identify IT-related certifications obtained by management and staff members.
  - iv. Perform both technical skills assessment and managerial/leadership skills assessment for each member identified on the management team.

- v. Discuss IT skills individually with each staff member. In addition to an evaluation of technical skills, emphasis should be given to communication, leadership, management, and other skills as appropriate to the position.
- vi. Specific to IT Management, provide a questionnaire to obtain a comprehensive profile that will include, but not be limited to, the following criteria:
  - (1) technical unit structure
  - (2) staffing levels, competencies
  - (3) work/intake
  - (4) vendor managed systems
  - (5) tools
  - (6) leadership challenges
  - (7) service catalogue
  - (8) OIR relationship/interaction
- vii. Specific to staff members, provide a questionnaire to gain the staff members' perspective that will include, but not be limited to, the following criteria:
  - (1) Work Environment
  - (2) Teamwork
  - (3) Management and Supervision Relationships
  - (4) Technical Interest and Professional Development Planning
- viii. Allow for wrap-up sessions with each staff member to permit additional questions or concerns associated with the interview process
- ix. Use a State-approved industry-standard method to rate the staff members on the parameters discussed in this Contract Section, including but not limited to technical, communication, and managerial/leadership skills.
- x. Prior to interviewing any IT staff, ensure that Contractor interviewers have been carefully screened, trained in effective interview techniques, and sensitized to employee's concerns regarding the purpose of the assessments. The State's assumption is that interviews will be conducted face-to-face; however, with prior State approval limited exceptions may be made to this rule.
- f. Provide recommendations on an optimum range for the number of IT staff with specific skills and certifications required for ideal performance, to successfully support the Agency's IT work.
- g. Perform Resource/Skills gap analysis. This analysis will be based on the foregoing assessment tasks. A matrix will be developed to demonstrate the gap, if any, between the existing staffing and skills and the Contractor's recommendations for optimum staffing and skills. The Contractor shall quantify risk associated with any discrepancies identified.
- h. Identify additional training and certifications needed for staff to be effective.

- i. Provide recommendations on the types of hard metrics necessary to provide adequate visibility into ongoing process improvement, skills, and process-fit improvement activities.
- j. Identify barriers to Agency IT success, including, but not limited to:
  - i. Governance and Organization Structure
  - ii. Flawed leadership/management
  - iii. Inadequate communication
  - iv. Flawed or missing policies, processes, and procedures
  - v. Antiquated technologies, software, and other tools
  - vi. Inadequate training
- k. Make arrangements to accommodate special needs interviewees.

l. Agency IT Environment Assessment Deliverables. The Contractor will provide:

- i. Assessment Summary Document specific to each Agency, including, but not limited to:
  - (1) Executive summary section, which will succinctly state all of the major findings and recommendations.
  - (2) Agency IT Services Scope and Recommendations
    - (a) IT environment description, including the applications, systems, technologies, and software currently supported and used.
    - (b) IT services currently supported/provided by internal IT Agency staff.
    - (c) Written recommendations for systems and processes to enable effective IT support; including but not limited to: applications, systems, technologies, and software.
    - (d) Business functions (missions and goals) and locations.
    - (e) Projects currently underway, as well as those in planning stages.
  - (3) Agency Organizational Structure and Objectives
    - (a) Agency IT management hierarchy, organizational structure, and IT-related business and/or technical objectives.
    - (b) Recommended Organizational Structure to most effectively provide the Agency's IT Services.
  - (4) Current agency IT Methods and Practices, including recommendations for additional and/or modified Methods and Practices necessary for success.
  - (5) Document the current Agency IT Governance structures/processes, including recommendations for revised Agency IT Governance structures/processes.
  - (6) Skills assessment report results, listed individually by management/staff member, addressing: IT Management and Staff job roles and responsibilities; current technical, managerial, leadership, communication skills, etc.; and certifications obtained.

- (7) Agency Staffing Plan – Contractor describes the optimum range for the number of IT staff, including the skills and certifications required to successfully perform the IT work.
- (8) Resource/Skills Gap Analysis
- (9) Recommendations for systems and processes that will enable the organization to meet the gap between need and optimal performance
- (10) Additional required training and certifications
- (11) Recommended hard metrics
- (12) Barriers to Success
- (13) Other recommendations and discovery that the Contractor feels are critical to the success of the organization.
- ii. Written report and oral presentation to Agency Commissioner (or designee) and the CIO.
- iii. At Agency Commissioner or CIO's request, availability for briefing on results of Agency assessment.
- m. The State will compensate the Contractor for Agency IT Environment Assessment with a one-time, fixed-price payment per State Agency, in accordance with Contract Section C.3.b.

A.5. Global Standardized Methods and Practices Recommendations.

- a. After the Contractor has completed the Agency IT Environment Assessments for the initial five State Agencies (see RFP Attachment 6.7, Agency Profiles), the Contractor will recommend Standardized Methods and Practices. These recommendations will have a "global" emphasis, to help ensure that the Methods and Practices are, to the greatest extent practicable, standard and consistent across all Agencies. To prepare this recommendation, the Contractor will use information gathered by assessing each Agency, along with the Contractor's own knowledge and experience.
- b. Global Standardized Methods and Practices Recommendations Deliverables. The Contractor will provide.
  - i. Recommended Global Standardized Methods and Practices. This document must address agency-specific Methods and Practices, and how these fit into an overall standardized approach at the Executive Branch level.
  - iii. Potential barriers to Agency adoption of Standardized Methods and Practices, and recommendations for overcoming these barriers.
  - iv. Anticipated results if the Standardized Method and Practices are adopted.
  - v. Deliverables will be provided to NextGen Steering Committee and CIO.
- c. The State will compensate the Contractor for Global Standardized Methods and Practices Recommendations with a one-time, fixed-price payment, in accordance with Contract Section C.3.c.

A.6. Global Governance Recommendations.

- a. After the Contractor has completed the Agency IT Environment Assessments for the initial five State Agencies (see RFP Attachment 6.7, Agency Profiles), the Contractor will submit recommendations for improving the State's IT governance structures and processes. These recommendations will be based upon the Contractor's assessment of current Agency IT Governance structures and processes, which occurred during the Agency IT

Environment Assessment task. The recommendation will have a global emphasis, with a focus on improving the overall governance structures and interactions among Agencies, OIR, and BSD.

b. Global Governance Recommendations Deliverables. The Contractor will provide:

i. Global Governance Recommendations at the Executive Branch level. This document will include, but not be limited to, the following:

- (1) Methods for aligning IT strategy with business strategy
- (2) Relationship structure for reporting and coordination of efforts with the following areas:
  - a. Agency Business Units
  - b. Agency IT Units
  - c. Business Solutions Delivery (Executive Branch Project Management Office)
  - d. Office for Information Resources
  - e. Governor's Office
- (3) Processes for measuring performance
- (4) Methods for identifying and prioritizing IT work
- (5) Any other recommendations deemed appropriate by the Contractor.

c. The State will compensate the Contractor for Global Governance Recommendations with a one-time, fixed-price payment, in accordance with Contract Section C.3.c.

A.7. IT Staff Mapping and Training.

The Contractor involvement for IT Staff Mapping and Training is an optional consulting service. At the State's request, the Contractor will:

- a. Map current State IT staffs job classifications to the new job classifications provided by the State's Department of Human Resources.
- b. Provide assistance in the development of a centralized IT Training program, including skills certifications and testing processes.
- c. Deliverables are dependent upon the specific IT Staff Mapping and Training tasks assigned to the Contractor.
- d. The State will compensate the Contractor for IT Staff Mapping and Training on an hourly-rate, as-used basis, in accordance with Contract Section C.3.d.

A.8. Implementation.

The Contractor involvement for Implementation is an optional consulting service. The State will assess the recommendations made by the Contractor throughout the assessment process and may request that the Contractor assist Agencies with the implementation of State-approved recommendations. At the State's request, the Contractor will assist the State as follows:

- a. The Contractor will provide the following:
  - i. Assistance in implementing the recommendations made in the Agency IT Environment Assessments (Contract Section A.4).
  - ii. Assistance in formalizing and implementing the Global Standardized Methods and Practices recommendations (Contract Section A.5).
  - iii. Assistance in formalizing and implementing recommended the Global Governance Recommendations (Contract Section A.6). The State may request that the Contractor produce an overarching Governance model describing the responsibilities and intersection among Agencies, OIR, and BSD.
  - iv. IT Staff Mapping and Training tasks as assigned by the State (Contract Section A.7). This may include the Contractor providing assistance/direction to facilitate employees receiving appropriate training. The State will actually conduct the training.
  - v. Project management
- b. Report results to upper management
- c. Deliverables are dependent upon the specific Implementation tasks assigned to the Contractor.
- d. The State will compensate the Contractor for Implementation on an hourly-rate, as-used basis, in accordance with Contract Section C.3.d.

A.9. NextGen IT Assessment Professional Services.

- a. At the State's option, the State may request Professional Services to perform the following tasks:
  - i. Implementation (Contract Section A.8)
  - ii. Other unforeseen but necessary tasks, such as the need to interview additional staff members, as mentioned in Pro Forma Scope of Services, Contract Section A.4.e.ii above.
- b. Requests for Professional Services shall be processed in accordance with the provisions detailed in Contract Section A.12, below.
- c. The State will compensate the Contractor for NextGen IT Assessment Professional Services on an hourly-rate, as-used basis, in accordance with Contract Section C.3.d.

A.10. The Contractor must complete the assessment of five (5) State Agencies by June 30, 2013. The remainder of the Agencies must be completed by the end of State Fiscal Year 2014 (i.e., June 30, 2014). The Contractor must be prepared to overlap agency assessment work such that the process is not done strictly linearly. The State reserves the right to determine / change the order of the Departments to be assessed, the Department's schedule and/or deliverable payment points.

A.11. Staffing.

- a. The Contractor must maintain an organization sufficient to administer and manage all aspects of the Contract in a timely manner.
- b. The Contractor shall establish a team of qualified employees able to adjust staffing needs to appropriate levels in order to provide services as required by the State.

- c. The Contractor shall provide a primary contact that will function as an overarching Project Manager to interface with State management.
- d. The Contractor shall notify the State at least thirty (30) days in advance of any changes in the primary contact. Any replacement to the designated individual occupying this position shall possess equal qualifications and experience. The State retains the right to request alternative personnel assigned to the key contact position or any other position associated with this Contract.

A.12. Statements of Work (SOWs).

- a. From time to time during the term of the Contract, the State may need the Contractor to provide Professional Services within the general Scope of Services of the Contract, but not explicitly defined therein. The State shall issue a SOW requesting such services as follows:
  - i. The State will provide the Contractor with a general description of the new services to be provided and/or the business requirements or the desired outcome. The general description shall, at minimum, contain a description of the work to be performed, schedule, the deliverable(s) desired to result from the performance of the work, and such other provisions as are necessary to describe the associated work.
  - ii. Contractor will prepare and deliver a proposal to the State.
  - iii. The State will review Contractor's proposal and may request changes.
  - iv. The State and the Contractor will agree upon the final requested work, budget, and schedule. The State reserves the right to change the schedule, budget, and/or re-prioritize any approved work or cancel the SOW.
  - v. Once the SOW is approved by the State, the Contractor shall perform the associated project work as described.
- b. All SOWs are subject to the terms and conditions of this Contract.
- c. The criteria for acceptance of deliverables shall be as defined in the SOW.

A.13. Information Security Compliance. The Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Information Technology Security Policies, which are based on the International Standards Organization (ISO) 17799 standard framework and can be found on the Tennessee State public website at:

<http://www.tn.gov/finance/oir/security/secpolicy.html>

The Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State Information Technology requirements and any other state and federal computer security regulations including cooperation and coordination with State computer security officials and other compliance officers required by its regulations. The Contractor staff may be required to undergo background checks.

The Contractor agrees to abide by the following:

- a. Not attaching any non-state owned computers to any state network without previous State-provided, written certificate of compliance with minimum state security standards;
- b. All client and server computer security settings must be maintained to meet or exceed minimum state security standards;
- c. Once established, no security provisions for firewalls, client and server computers will be modified without written state approval;



- d. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
- e. Dialup modem use is specifically disallowed while attached to the state network; and
- f. The Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State.

**B. CONTRACT PERIOD:**

- B.1. Initial Term. This Contract shall be effective for the period beginning January 22, 2013, and ending on January 21, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. For Agency IT Environment Assessment, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Safety Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ <b>Number</b> each

Financial Institutions Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Economic and Community Development Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Health Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Correction & Probation Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
TennCare Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Bureau of Investigations Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Transportation Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Finance and Administration (excludes OIR) Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
ERP Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Commerce & Insurance Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
General Services Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Revenue Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Environment and Conservation Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Mental Health Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Intellectual and Developmental Disabilities Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Agriculture Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Education Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
TWRA Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each
Office for Information Resources (OIR) Assessment (Contract Sections A.2 through A.4; and A.10 )	\$ Number each

- c. For Global Standardized Methods and Practices Recommendations and Global Governance Recommendations, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Global Standardized Methods and Practices Recommendations	\$ Number each

(Contract Sections A.5)	
Global Governance Recommendations (Contract Sections A.6)	\$ <b>Number</b> each

- d. For Next Generation IT Assessment Professional Services, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
NextGen IT Assessment Professional Services (Cont. Section A.9)	\$ <b>Number</b> per Hour	\$ <b>Number</b> per Hour	\$ <b>Number</b> per Hour	\$ <b>Number</b> per Hour	\$ <b>Number</b> per Hour

- e. The Contractor shall not be compensated for travel time to the primary location of service provision.
- f. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.9, without a formal amendment of this contract based upon the payment rates detailed in the Contract Section C.3.d above and as agreed pursuant to said Section A.9, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed **NUMBER NOT TO EXCEED SEVEN PERCENT (Number %)** of the total cost, over the Contract Term, for Agency IT Environment Assessment services, Global Standardized Methods and Practices Recommendations, and Global Governance Recommendations, the unit costs for which are detailed in Contract Sections C.3.b and C.3.c, above. If, at any point during the Contract period, the State determines that the cost of necessary Professional Services work would exceed said maximum amount, the State may amend this Contract to address the need.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Bill Beecroft  
 OIR Director of Administration  
 16<sup>th</sup> Floor, Wm. R. Snodgrass Tennessee Tower  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Phone: 615.253.1786  
 Fax: 615.532.0471

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Finance and Administration, Office for Information Resources
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)

- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a

breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bill Beecroft  
OIR Director of Administration  
16<sup>th</sup> Floor, Wm. R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Telephone #: 615.253.1786  
FAX #: 615.532.0471

The Contractor:

Contractor Contact Name & Title  
Contractor Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
  - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual



liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract

- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. State Ownership of Work Products. With the exception of pre-existing Contractor intellectual property (Contractor Materials) contained therein, the State shall have all ownership right, title,

and interest, including ownership of copyright, in all work products, including deliverables, created, designed, or developed solely for the State under this Contract during a consulting services engagement, as defined in Contract Section A. The State shall have royalty-free and exclusive rights to use, disclose, reproduce, or publish within State government and for State business purposes, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law. Notwithstanding the foregoing, the State may share work products (i) with State oversight authorities, (ii) with third parties who are engaged by the State to review, implement, or further research the topics contained in the work products (such third parties will be advised of work product confidentiality), and (iii) as required by State or Federal law.

- a. Contractor Ownership of Services and Intellectual Properties. The Contractor shall retain ownership right, title, and interest (including copyright where legally applicable) of their Services and intellectual properties (Contractor Materials). Contractor Materials are pre-existing documents or information developed by the Contractor without using State money or resources, and identified as such in all work products submitted to the State.
  - b. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
  - c. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03075 (Attachment 6.2, Section B, Item B.15) and resulting in this Contract.
- The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.
- E.11. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1.

and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

- E.12. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

**CONTRACTOR LEGAL ENTITY NAME:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**MARK A. EMKES, COMMISSIONER**

**DATE**

**ATTACHMENT A****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

**RFP ATTACHMENT 6.7****AGENCY PROFILES**

This attachment contains a listing of State Agencies and the number of IT Staff. Following the listing are descriptions of the Agencies.

	<b>Agency</b>	<b>Schedule</b>	<b>Staff</b>
1	Safety	FY13	51
2	Financial Institutions	FY13	5
3	Economic and Community Development	FY13	7
4	Health	FY13	126
5	Correction & Probation	FY13	70
6	TennCare	FY14	60
7	Bureau of Investigations	FY14	31
8	Transportation	FY14	137
9	Finance and Administration	FY14	23
10	ERP	FY14	104
11	Commerce & Insurance	FY14	25
12	General Services	FY14	17
13	Revenue	FY14	84
14	Environment and Conservation	FY14	41
15	Mental Health	FY14	40
16	Intellectual and Developmental Disabilities	FY14	45
17	Agriculture	FY14	12
18	Education	FY14	31
19	TWRA	FY14	27
20	OIR	FY14	350

# Safety

## Mission

Through education, regulation and enforcement we, ensure the overall safety and welfare of the public.

## Business Strategy

- By FY 2015, the fatality rate on Tennessee roadways will have an overall decrease of 10%.
- By FY 2014, maintain an overall customer satisfaction rating of “Satisfied” or “Extremely Satisfied” on no less than 85% of customer surveys.
- By FY 2014, at least 87% of crash and court records will be received electronically, rather than by paper, in an effort to improve the timeliness, completeness, and accuracy of vital traffic records.
- Through FY 2014, the department will maintain an employee voluntary turnover rate for permanent, full-time employees of no more than 10%.

## Technology Strategy

- Reduce Paper By Promoting Electronic Record Solutions
- Continue To Focus On Improving Project Management
- Institute The “Year Round Planning Cycle”
- Find Quick Hit / Low Cost Solutions To Overcome Limited Budgets
- Replace Obsolete Technology And Outdated Systems
- Increase Training To Keep Staff Current With Changes In Technology

## Achievements

- New Secure Driver License / State ID Card
- Created New THP Business Unit For Ongoing Operations Of The TITAN System
- High Volume Electronic Scanning Of Driver Documents
- Case Management System For Criminal Investigation Division
- Expanded Project Management Methodology

## Planned Applications

- New Driver License System
- E-Citation
- Law Enforcement Incident Mapping
- Image Verification (Facial Recognition)
- Next Generation Driver Services Kiosks

# Financial Institutions

## Mission

The primary statutory mission of the Department of Financial Institutions is to provide the citizens of Tennessee with a sound system of state-chartered and licensed financial institutions by: providing for and encouraging the development of depository financial institutions while restricting their activities to the extent necessary to safeguard the interests of depositors and seeking to ensure compliance by both depository and non-depository financial institutions with governing law and regulations.

## Business Strategy

The Tennessee Department of Financial Institutions advocates for the state charter and the dual chartering system; enforces compliance with applicable laws in a fair and consistent manner; minimizes unnecessary regulatory burdens allowing institutions to exercise sound business judgment, thereby promoting economic development; ensures a strong examination program facilitated by a well trained and experienced examination staff; fosters effective communications with key stakeholders, including the citizens of the State of Tennessee, financial institutions, members of the Tennessee General Assembly, the Office of the Governor and other state agencies, and other state and federal regulatory agencies; manages the department's resources effectively, including the professional development of staff within an ethical environment; provides for secure physical and electronic environments which safeguard confidential information and maintain effective plans for business continuity; and facilitates partnerships to promote financial literacy of citizens, while serving as a resource for the resolution of consumer complaints.

## Technology Strategy

The Department's technology strategy is to securely enhance and expand the capabilities of the Department of Financial Institutions through:

- Continued implementation of the Financial Institutions Regulatory System of Tennessee (F.I.R.S.T.) application to replace the aging RBS and Exam Call systems:
  - Continued IS Staff training related to .Net programming skills needed to support and enhance the application.
  - Support and enhancement of the Mortgage Licensing module implemented in 2011 providing a link to the National Mortgage Licensing System (NMLS)
  - Design, recoding, testing, and implementation of remaining professions needed to retire the RBS and Exam Call applications.
  - Enabling the portal technology built into the F.I.R.S.T. application which will give the departments customers (licensees) the ability to use the internet to apply for licenses, renew licenses, update contact information, and pay required fees electronically.
- Continuing to meet the special security and computing needs of mobile staff
- Using the capabilities of technology to extend financial education throughout the State of Tennessee
- Tracking of citizen complaints and resolution progress
- Ensuring all staff members have reliable information systems to be help facilitate maximum efficiency

## Achievements

- Completed Phase 1 of the F.I.R.S.T. application project, implementing the Mortgage Licensing module and related interface/download with the federal NMLS system.
- Coordinated and updated needed changes to the RBS system based on business needs related to changing Federal legislation related to the mortgage industry.
- Provided needed updates and enhancements to the department's Imaging system to meet business requirements.
- 

## Planned Applications

None provided

# Economic and Community Development

## Mission

To develop strategies which help make Tennessee the number one location in the Southeast for high quality jobs. The department seeks to attract new corporate investment in Tennessee and works with companies to facilitate expansion and economic growth

## Technology Strategy

- Selecting and retaining the best possible personnel by using the tools of pay, training, recognition and task assignment to minimize turn over rate and maximize job performance.
- Establish good business practices emphasizing fiscal restraint by analyzing alternatives and in house auditing.
- Investigate ways to strengthen and enhance the worldwide internet visibility of ECD.
- Provide access to more and better information to make informed business decisions through data and application integration.
- Include location geo-coding in all applications department wide to link ECD business data with geography beginning with FIPS (Federal Information Processing Standards Publications) designations for cities and counties.
- Continue to enhance computer technology within the agency to insure continued compatibility with the State's GIS infrastructure.
- Continue to plan for a four-year replacement cycle of desktop computers and printers established in September of 1998 and a three-year replacement cycle of notebook/laptop computers as per OIR's published equipment replacement standards and as feasible within the current budget constraints.
- Continue to enhance ECD's departmental Internet/Intranet technologies to improve interdepartmental and regional office communications and dissemination of information to all ECD employees.
- Continue to maintain the departmental disaster recovery and data replication strategy for the downtown central office implemented (October 2005) and all remaining regional office locations implemented (March 2007). These replications will allow for quicker recovery of applications and data in case of a disaster and provide a smoother transition in developing limited business continuity
- 

## Achievements

- Developed a new internet mail list and contact tracking database replacement for the off the shelf package currently being used (ACT). This new application will soon become a module within our agency wide enterprise system.
- Developed Online/Onsite Events Registration Scope of Service for RFP creation for 2011 event.
- Migrated central office users and most all regional users to the State of Tennessee active directory structure, including the conversion and installation of the new statewide anti virus software (SEP). We will be migrating all of ECD's data holdings to an OIR managed file server located at OIR statewide data center before December 2011.
- Completed an agency wide reorganization.
- Replaced 60 aging and failing Gateway laptops with Win7 HP net-books with built in 3G wireless.
- Updated ECD's web site.
- Updated ECD's Intranet web site.
- Completed an upgrade of the Tennessee Film Entertainment and Music Commissions production project tracking database system (ReelScout) to the latest version.
- Completed an Intranet/Internet tracking system for the TNInvestCo Program
- Using the recommendations of the Office of Records Management as a guide, ECD IT has begun implementing technology procedures in an effort to comply with future Electronic Records Management Standards expected to be initiated by the state Office of Records Management. ECD IT has begun educating users in the redesign of file folder structure, file naming conventions, data classification and records classification and disposition. The department has recently named our new Records Management Officer.

## Planned Applications

- Project Enterprise enhancements and changes
- Governor's Conference on Economic Growth On Line/On Site Registration



# Transportation

## Mission

The mission of the Tennessee Department of Transportation (TDOT) is to “Plan, implement, maintain, and manage an integrated transportation system for the movement of people and products, with emphasis on quality, safety, efficiency, and the environment.”

## Business Strategy

By focusing on four strategic areas, TDOT will be better prepared to make the decisions and take the actions required to provide transportation services for an ever-changing society. The long-range transportation plan will focus on providing Tennessee’s citizens and residents, businesses and travelers’ access to a transportation system that includes roads and highways, transit, rail, pedestrian and bikeways, airports and waterways. Together, TDOT’s strategic direction and the long-range transportation planning initiative are setting the future for the Department and for Tennessee’s transportation system. Strategic Emphasis Areas:

- |   |   |
|---|---|
| ☑ Increase Transportation System Safety | ☑ Maximize and Manage Resources               |
| ☑ Address Customer Needs and Priorities | ☑ Develop Workforce Capabilities and Capacity |

## Technology Strategy

- Increase accessibility to government: Continue to web-enable applications and post project data, allowing the public easy access to our services and information as needed.
- Facilitate IT collaboration and partnerships: Establish an environment that bridges organizational boundaries, promotes trust, and encourages the sharing of data and technical resources.
- Ensure a reliable technical environment: Continue to work with OIR to provide a technical environment that ensures availability, reliability, confidentiality, security and integrity. Promote user awareness and knowledge for optimum benefit of that environment.
- Create a reputation of technology expertise and performance: Provide technology in a manner that is open, transparent and accountable for performance and results. We will continue to evaluate and improve the value equation for IT.
- Increase workforce productivity through the use of technology: Apply proven technologies in support of mobile computing and other workforce retention and productivity measures
- 

## Achievements

- RRIS (Railroad Inspection System): The railroad safety inspectors now have access the internet on-site while performing railroad inspections. All applicable data, including information that has previously been submitted on paper forms, Omni Form electronic forms, and digital photographs is loaded into a graphical user interface designed to allow simple/easy entry of the data by the inspector.
- SmartWay Mobile Application: In the Spring of 2011 the Community Relations Division released a new application to the public during Work Zone Awareness Week. Smartway Mobile is a web site optimized for mobile smart devices such as i-Phone, BlackBerry, iPad, Android, etc. This application advances TDOT's goal of providing traffic, weather condition, and other construction information to our customers in a timely fashion and providing this information to as many customers/motorists as possible.
- Office of Aerial Survey UltraMap: TDOT IT has reduced the run time of UltraMap Level 1 to Level 2, from an average of 5 days to 4 hours, by implementation of “re-purposed” HP ProLiant servers. The (8) ProLiant servers work in a parallel fashion to process the raw imagery into useable data for Othographic work.
- TDOT IT added network connectivity to 89 TDOT district maintenance offices. The project included installing network connections, workstations and monitors at all the maintenance sites.

# Correction

## Mission

The non-negotiable mission of the department is to operate safe and secure prisons.

## Business Strategy

- By FY 2014, 70% of eligible inmates will complete evidence-based release readiness programming prior to release.
- Through FY 2014, TDOC will maintain American Correctional Association (ACA) accreditation for 100% of institutions, Tennessee Correction Academy (TCA), and Central Office.
- By FY 2013, reduce felony returns to TDOC custody to 38% three years after release from a TDOC facility.
- Through FY 2014, maintain occupancy of available beds at 96%.
- Through FY 2014, TDOC will maintain an average correctional officer turnover rate of 25% or less.

## Technology Strategy

DIS & DIT improve staff efficiency through effective development and application of technology. They enhance public and offender safety through the deployment of electronic security, inmate identification applications and offender classification applications. They assist in the rehabilitation of offenders through the implementation of an offender assessment, treatment module and aggregating performance based measures to ASCA (Association of State Correctional Administrators).

## Achievements

- DIS completed over 40 projects that included multiple upgrades to the Transition Assessment Plan / Behavior Intervention Goals (TAP/BIG) module that integrates the Levels of Service / Case Management Inventory (LS/CMI) assessment tool with TOMIS so that offenders are assigned to rehabilitative programs based upon need.
- DIT continued to improve electronic security with the deployment of additional cameras and recording devices, completion of the video visitation set up at Morgan County Correctional Complex, completion of electronic security upgrades at DeBerry Special Needs and initiation of electronic security upgrades at Northwest Correctional Complex.

## Planned Applications

- None provided

# Probation

## Mission

Our mission is to minimize public risk and promote lawful behavior by the prudent, orderly release and community supervision of adult offenders.

## Business Strategy

To accomplish this mission the Board has identified the following key performance goals and standards for the following programs:

- PROBATION AND PAROLE SERVICES: *Performance Standard:* Improve the offender success rate by decreasing the percentage of probation and parole offenders who are revoked by an average of 2.3 percentage points; improve the offender success rate by decreasing the percentage of parolees who are revoked by 3.1 percentage points. *Performance Measures:* Percent of total probation population served during the year whose community supervision status is revoked during the fiscal year; Percent of total parole population served during the year whose community supervision status is revoked during the fiscal year
- COMMUNITY CORRECTION: *Performance Standard:* Improve offender success by decreasing the percentage of the total program population who are revoked from the program prior to successful discharge by 2%. *Performance Measure:* Percent of total offender population who are revoked from the program prior to successful discharge

## Technology Strategy

- Continue to repair / refurbish equipment as much as possible rather than purchase new as part of a regular replacement cycle. This is driven by the economies of the State and will continue through FY 2011. The ISD recognizes that such actions are stopgap measures and intends to return to a regular replacement cycle as soon as allowed.
- Continue the multilayer approach to application development that supports small in-house development efforts to improve simple business processes for agency staff; large application development projects that address agency wide issues; & continually evaluate technology enhancements to TOMIS. Focus considerable effort on reengineering of business processes prior to automation.
- Implement the expanded use of videoconferencing as capability becomes available. Videoconferencing is a cost-effective alternative for traveling to conduct parole hearings and meetings, as well as providing an alternative method for victims and interested parties to attend parole hearings without traveling to TDOC prison facilities.
- Continue development of the project to image offender files to eliminate the need to ship files around the state, and free up hundreds of cubic feet of file shelf space.
- Work to ensure that in-house data collection from approved forms conforms to a standard format for the type of data in preparation for a future move to web-based data entry.
- Work with TDOC/TOMIS to identify changes to the functionality that will increase the usefulness of TOMIS to BOPP.

## Achievements

- Provided IT project management to the Imaging Project. IS-led analysis has been instrumental in guiding project development by revealing potential problems and developing solutions to those problems. IS created the initial project document, and has played a part in the review of the Functional Requirements and Functional Design Documents created by OIR.
- Delayed the necessity of purchasing new equipment by repairing existing equipment. BOPP IS staff has scavenged as much as possible from equipment that is no longer working to provide a way to extend the life of equipment needing minor repairs
- Enhanced our Intranet presence that serves as the primary repository for forms, policies and manuals
- Provided ongoing support to the Board Operations applications suite that prints documents needed to efficiently handle the responsibilities of the Board Operations Division.
- Responded to and tracked over 16,309 help desk calls in the first ten months of FY11 with 93 percent resolved within one day.
- Served as an agency Administrator for multiple inter-agency co-operative efforts. Examples are the Integrated Criminal Justice Portal for the state, CJIS Justice Integration Service with Davidson County, Majic with Metro Davidson Counties Police system, TNCast with AOC, and ICAOS.

## Planned Applications

File Imaging System

# TennCare

## Mission

. To facilitate a system of effective healthcare within a predictable budget for Tennesseans who are TennCare eligible.

## Business Strategy

Over the last several years the Bureau has maintained a balanced and predictable budget. The focus over the next several years will be on continued management of the program budget in light of current economic environment, changes to the long term care program and continued process improvement. TennCare has defined the following strategic goals:

- Rebalance long term care expenditures between home based care and institutional settings through the use of managed care and the provision of additional community choices for TennCare elderly and disabled enrollees
- Build upon the success of at-risk contracts for all TennCare MCOs by continuing to monitor accreditation and ensure compliance with contractual obligations, focusing on the implementation of the Community Choices Act
- Maintain budget integrity during and after the recessionary period, maximizing federal Recovery Act funds

## Technology Strategy

- Mature and improve business and systems management processes
- Modernize and improve the usability and integration of TennCare systems
- Improve the accessibility of information, especially aggregate or summary data
- Maintain and enhance the quality and accuracy of program data

## Achievements

- Long Term Care Choices program Middle Tennessee implementation
- Long Term Care (LTC) Pre-Admission Evaluation (PAE) system implementation
- TCMIS (MMIS) Facilities Management contract implementation
- Project Edison implementation
- DHS VIP (eligibility system) development and testing
- DCS TFACTS (SACWIS) pilot testing and implementation
- Migration to Active Directory/Windows File Services
- Daniels recertification
- TennCare Select medical and behavioral integration
- Planning for health information exchange (HIE)
- Planning for ARRA/HITECH provider incentive program and health information technology (HIT)
- Benefit limits design and development

## Planned Applications

- Long Term Care Choices program East/West TN
- Medicaid HIT incentive administration system
- Medicaid HIT provider survey
- TCMIS (MMIS) contract assessments and enhancements
- TCMIS (MMIS) core hardware/software upgrade
- TCMIS (MMIS) database key expansion
- X12 5010 (HIPAA transaction version) implementation
- ICD-10 (diagnosis and procedure coding) implementation
- Siebel (call center system) upgrade
- DHS VIP (eligibility system) development and testing
- Health reform projects and initiatives
- Security management initiatives

# Finance and Administration

## Mission

To provide financial and administrative services, in partnership with public and private agencies that enhance state government's ability to be a good steward of Tennesseans' tax dollars.

## Business Strategy

- For each year beginning in FY 2009, provide 100% accountability and transparency regarding the use of American Recovery and Reinvestment Act funds, create jobs, and provide services to those affected by the recession.
- By FY 2015, enable 60% of eligible providers and hospitals to satisfy federal criteria for demonstrating meaningful use of electronic medical records so that the providers and hospitals may qualify for incentive payments.
- Through FY 2015, manage and transition the existing Cover Tennessee programs and services to comply with the Patient Protection and Affordable Care Act (Affordable Care Act or ACA).

## Technology Strategy

- Maintain workstation-based technologies.
- Review, update, or document departmental technology procedures used and enforced by Information Technology Management (ITM).
- Address more aggressively the department's disaster recovery (DR) requirements.
- Continue to work with the business units towards modifying or decommissioning systems with reduced usage.
- Continue to provide, support, and/or improve business applications and processes as requested by our business customers.
- Expand the use of the Edison self-service functionality to all employees enrolled in State administered insurance plans (includes all campuses of the University of Tennessee and the Tennessee Board of Regents, and all participating Local Education agencies and Local Government agencies, in addition to central State agencies).
- Support the department in the migration from Groupwise to Microsoft Exchange.
- Work with the records officer and the appropriate staff in each division of Finance and Administration (F&A) to develop the required Electronic Records Plan.
- Work with appropriate staff in the F&A divisions of ERP and Accounts to improve the processes for inventorying and maintaining data about tagged assets in Edison.
- Maintain and enhance Edison and provide support to its users

## Achievements

- Published a comprehensive set of approved departmental information technology policies. These policies are available on the F&A intranet.
- Redesigned the F&A intranet.
- Implemented the use of the Edison portal for enrollee authentication in the insurance enrollment process for non-central state government agency benefit coordinators.
- Processed 86% of benefit changes for central state government employees during the Fall 2010 Annual Enrollment Transfer Period through Edison self-service

## Planned Applications

- No new applications planned for Implementation in Fiscal Year 2012

## ERP

The State implemented the full suite of PeopleSoft HR/Payroll and Financial Management and Procurement modules, including applications for Applicant Processing, Fleet, Facility Management, Cashiering and Bar Coding for Inventory and Asset Management. Implementation of Edison was completed in October 2009. The significant breadth of functionality and integration of the solution has enabled improvements across the board in the State's core administrative business processes.

The **Procurement** modules and full integration to financials automates the State's requisitioning, order, contracting, approval, invoicing and payment processes, improving cycle times and saving costs. Buyers can now create online sourcing events that electronically source orders to vendors and vendor bids are submitted online. The electronic catalog enables more efficient and faster ordering. Functionality enables the reconciliation of purchase orders, receipts and invoices. Reporting functions enable improved visibility into enterprise spend analysis.

In **Core Accounting**, the State can now use a more modern, modified accrual basis of accounting. This provides a more accurate view of the State's financial position by incorporating receivables and payables in ongoing financial operations. With **Accounts Payable** and the imaging solution, the State has eliminated paper "voucher packets" reducing paper, time and effort associated with assembly and storage. The solution provides online access to scanned copy of invoices. Workflow approvals have streamlined payment approvals. The solution enables the State to send remittance information to vendors electronically with payments, improving vendor's access to information. Over time, the State will continue to reduce payment cycle times and potentially increase early payment discounts which will lead to improved bargaining position with vendors to lower prices.

The **Travel and Expense** module has improved the expense time to payment from 21 days to less than six. This approach enforces time and expense policies resulting in improved productivity and fewer errors. The **Accounts Receivable (AR)/Billing/Collections** modules enable us to accrue revenue (as opposed to only being able to record revenue on receipt of cash). The Billing system is integrated with Grants and Project modules automating the Federal grant reimbursement process. Through the implementation of cashiering and its integration to PeopleSoft, the State now has a consistent and transparent cash receipt process.

Using the NeoGov solution for **Applicant Services** to better automate the recruitment of applicants, the State has significantly streamlined the recruiting process for attracting and selecting new employees. The solution is fully integrated to PeopleSoft and provides position-based recruiting functionality and enhanced targeting of applicants. This has resulted in a significant reduction in postage costs with hiring managers now communicating electronically with applicants. The State was able to discontinue its previous application process resulting in an annual savings and a payback of less than one year. Additionally, the solution delivers improved quality of applicants due to increased reach into the national job market.

With **Benefits**, the self-service enrollment and visibility to enrollment records resulted in reduced support to process annual and new hire enrollments. Changing employee deductions has been streamlined from six weeks to one week since employees enter changes online in ESS. The functionality has provided greater flexibility in implementing periodic insurance provider plan changes and delivered improved reporting.

With **Time and Labor** functionality and user-intuitive data entry screens, employees enter time and leave online resulting in reduced paper, fewer keying errors and the redeployment of timekeepers that no longer enter time. Within ESS, there is improved agency, manager and employee visibility into time and leave data and ability to make corrections on the front end, resulting in improved data. The integration from the Time and Labor module to Financials enables the State to report actual labor hours and costs to Federal funding organizations online, significantly saving time and reducing errors.

The State was at risk of failure to pay employees due to the antiquated legacy payroll system. With delivered **Payroll** functionality, the State can now better comply with court ordered deductions reducing administrative overhead to manually calculate and administer deductions. The State has moved to electronic pay advices, saving an estimated \$500,000 per year in paper and mailing costs. We are now able to review payroll results and make corrections much earlier in the process. ESS provides improved employee visibility into paycheck details. Payroll data and reports are available to agency payroll staff in real time providing more accurate and timely payroll results. We have achieved a dramatic improvement in the timeliness of regulatory tax reporting and the delivery of W2 forms to employees.

The **Enterprise Learning Management (ELM)** module provides enrollment and visibility to training records reducing administrative support. ELM improves course administration and provides the ability to move employee training records between agencies when employees transfer. ELM has enabled several of our agencies to extend their learning requirements to external learners, such as foster care providers, in some cases to meet Federally mandated requirements in a no-cost delivery model.

The PeopleSoft **Portal** enables single sign-on capability saving time and reducing employee frustration of managing multiple user IDs/passwords to siloed systems. The Portal enables a single access point to deliver communications, procedures, notification and alerts. The solution's **reporting** functionality provides a framework to leverage improved analytical tools for improved management decisions. The portal provides access to hundreds of standard reports on demand thru secure and standardized interface.

Delivered **security** capabilities provides encrypted data communications exchange to employee's desktop and provides encrypted exchange of file transmission to vendor partners. Edison brought greater monitoring, audit and control of sensitive and regulated data and there is now an opportunity to provide a high level of security and accountability uniformly across Edison, therefore minimizing risks to the State.

The statistics below show the functionality implemented, the scope of business processes supported and the data volume being effectively managed with Edison.

<i><b>Key Annual Statistics</b></i>	<i><b>Volume</b></i>
# State Employees (ESS Access)	46,000
# Core HR Users	12,000
# Core Financial & Procurement Users	5,000
# Benefits Headcount (Non-State Employees)	152,000
# W2s Processed	52,527
# Annual Paychecks	1,075,336
# Expense Claims	215,000
# Purchase Orders Issued	3,240,000
# Vouchers Paid	1,050,000
# Vendors	138,000
# eSuppliers	5,300
Total # HR Page Transactions	26,000,000
Total # Financial Page Transactions	28,000,000
Total Expense Claims Paid	\$54,000,000
Total Annual Net Pay	\$1,300,000,000
Total Spend	\$28,000,000,000

# Health

## Mission

The mission of the Department of Health (DOH) is to protect, promote and improve the health of persons living in, working in or visiting the State of Tennessee. The department works in two major areas to provide service: delivery of personal and community health care and prevention services and quality control in the health care delivery system.

## Business Strategy

- By 2015, decrease by 10% the number of people with diabetes not receiving regular health care services for hemoglobin A1C testing, blood pressure, and cholesterol/lipids to reduce complications associated with diabetes.
- By 2015, decrease by 10% the number of Tennesseans diagnosed with diabetes.
- By 2015, decrease by 10% tobacco use among adults.
- By 2015, decrease by 5% the number of Tennesseans who are obese.
- By 2015, decrease by 7% the infant mortality rate in Tennessee

## Technology Strategy

- Support the Department Bureaus and Offices by implementing federal, state and other category funded IT projects.
- Promote improvements in communications and coordination both inside and outside the Department.
- Ensure the Department can effectively recover from issues that impact public health business operations.
- Staff appropriately to provide quality information technology services.
- Implement technologies that ensure business critical systems remain supportable, maintainable and compliant with state and federal standards.
- Proactively monitor information technology costs in the Department to identify opportunities to reduce costs

## Achievements

- TEMARR Systems Review and Gap Analysis – DC49H, completed
- Regulatory Board System Replacement – DC10Y, contract awarded
- Hospital Public Health Reporting, DC192, contract awarded
- General Environmental Health Permit, Inspection and Data Management, DC39R, implementation in progress
- Disaster Recovery Project – ITPRO Contractor, DC04X, project started
- Vital Records Information System Management, DC64S, Request for Proposal issues awarded
- Server Migration to State Data Center completed for 14 servers
- Procured OPS Planner for disaster recovery management
- Completed Active Directory migration for 4,700 users
- Procured and implemented hardware and software necessary for Federal Meaningful Use Project
- Implemented costs saving with Lexmark Multifunction Printers
- Implemented cost savings by using existing laser printers for Birth Certificate print
- Implemented Tuberculosis disease surveillance tracking system using the Center for Disease Control and Prevention (CDC) provided NEDSS Based System
- Completed over 3,300 Serena Team Track user work orders for the Department
- Formed and staffed the OITS Project Management Office

## Planned Applications

- |   |   |
|---|---|
| • Replacement of the Regulatory Boards System     | • Vital Records Information Systems Management System         |
| • Disaster Recovery Planning                      | • Laboratory Information Systems (STARLIMS)                   |
| • TN Countermeasures & Response Enhancements      | • Hospital Public Health Reporting                            |
| • GEH Permit, Inspection & Data Management System | • Electronic Lab Reporting                                    |
| • Health Access                                   | • TN Emergency Medical Awareness, Response & Resources System |



# Commerce and Insurance

## Mission

To provide the leadership and direction necessary to protect the public safety and welfare by:

- Maintaining public confidence in the integrity of consumer & financial service industries and professions regulated by the Department.
- Safeguarding consumers from deceptive business practices.
- Ensuring a fair and competitive marketplace in which businesses have the flexibility to operate in order to promote economic and community development within the state.
- Requiring adherence to certain recognized and established standards of conduct in consumer and financial service industries and professions regulated by the Department.
- Protecting life and property through fire prevention, education, investigation and enforcement and access to enhanced emergency communications.

## Business Strategy

- Maintain responsible, publicly accountable and customer focused delivery of services.
- Protect consumers from deceptive business practices through education.
- Provide a fair, effective and efficient regulatory process for industry and consumers.
- Provide an effective public safety program.

## Technology Strategy

The Department is a diverse collection of governmental divisions with complex overlapping business processes. Even though divisions share common functional elements, the department requires an information systems strategy that will leverage what is common and concurrently support what is unique. Commerce and Insurance's Enterprise Business System (CIEBS) strategy was conceived with the goal of proactively meeting evolving needs. CIEBS is a holistic melding of hardware, software, data, network, and people. It has two components—a general strategy that encompasses the departments commonality supplemented by specific strategies for each division. The most valuable asset of Commerce and Insurance is its employees—knowledge workers. Our vision is to increase the efficiency of these knowledge workers utilizing the CIEBS strategy by increasing productivity through continuous improvement and business process reengineering.

## Achievements

- Implemented phase two (Consumer Services) of State Based Systems
- Deployed Symantec Endpoint Protection and piloted System Center Configuration Manager (SCCM)
- Expanded online license renewal application to additional professions
- Added six new professions to Regulatory Boards System
- Purchased ARRA-grant funded POST Management System software
- Implemented first phase of Residential Building Permit System
- Relocated 50% of Agency employees to remodeled space

## Planned Applications

- Replace existing Regulatory Boards System
- Implement Premium Tax collection system
- Implement electronic payment and automated scheduling for Residential Permit System
- Enhance Consumer Affairs call management system
- Utilize 2D bar coding to facilitate electronic forms processing

# Revenue

## Mission

To collect and distribute taxes for the citizens of Tennessee.

“As a seamless organization, we will fairly and efficiently collect and distribute revenue for the citizens of Tennessee.”

## Business Strategy

- Leverage technology to re-engineer in-house work processes and enhance taxpayer customer service.
- Provide highly trained IT staff with exceptional customer service in support of the Department of Revenue.
- Provide quality customer service to every user.
- Provide reliable, secure, infrastructure and data.
- Provide additional IT solutions to meet the varied needs of Tennessee’s taxpayers, practitioners and departmental employees.

## Technology Strategy

- Leverage technology to re-engineer in-house work processes and enhance taxpayer customer service.
- Provide highly trained IT staff with exceptional customer service in support of the Department of Revenue.
- Provide quality customer service to every user.
- Provide reliable, secure, infrastructure and data.
- Provide additional IT solutions to meet the varied needs of Tennessee’s taxpayers, practitioners and departmental employees.

## Achievements

- Migrated the front end data capture servers from the 13th floor of the Andrew Jackson Building to the Data Center.
- Business Tax Registration website was designed so that public can register their business online.
- Third Party Title (TPT) Application was developed for TRUST. This is used to key in the vehicle registration information and that updates TRUST via SQL.
- Installed two high speed image scanners for the Processing division that process tax forms and remittances. Installed three new scanner applications used to scan and read tax forms, remittance and correspondence.
- Completed the migration of all portal applications to the new eportal environment at the State’s Data Center.
- Due to the volume of Business Tax calls to our call center, all available channels on our T1 lines were activated, so that we now can take 94 concurrent tax-related phone calls.
- The new Electronic Filing Program for F&E long form via the IRS Modernized eFile (MeF) system was certified by the IRS and we received our first production filings in October 2010.
- Legislation - Implemented all legislative changes for FY 10/11 including: new version of Litigation Fines and Fees Form 414 (ignition interlock violations fee), new version of the F&E Financial Institutions Form 174 (REITS), new version of the Sales Tax Form 450 (Prepaid Wireless), new version of the TV/Telecom Form 450 (Prepaid Wireless), flood Relief Claim for Refund Form for sales tax refunds to 2010 flood victims
- Business Tax - Completed Phase 3 and 4 of the Business Tax conversion; 491,444 new business tax accounts have been added bringing the total number of all active accounts on RITS to 1,370,629 - a 56% increase.
- SOS Automated Interface - Created an automated interface to allow the new SOS Workers Compensation Exemption Registry (Public Chapter 1149) to interface with RITS for tax clearances and certifications of existence/good standing. Use of the automated interface was expanded by SOS in early 2011 by incorporating it within the SOS BEAR system reducing their dependency on the CICS conversation used to access RITS.
- Completed construction of the Law Enforcement Datamart to enhance reporting capabilities with the TRUST system along with the accompanying MicroStrategy reports. These reports will allow Revenue and law enforcement partners around the state to have faster access to vehicle records and related data to use for criminal investigations with reporting results usually within several minutes.

## Planned Applications

- TRUST
- Call Center Replacement
- Portal Applications
- Data Capture Replacement
- RITS The Next Generation
- Business Tax
- Check 21 for AJ Building

# Environment and Conservation

## Mission

To enhance the quality of life of all Tennesseans and to be stewards of our natural environment

## Business Strategy

- Protect, preserve and improve the quality of Tennessee's air, land, and water.
- Provide an understandable and responsive regulatory system.
- Conserve and promote Tennessee's natural and cultural resources.
- Provide a variety of quality recreation experiences.

## Technology Strategy

- The vision of the Information System Division (ISD), in agreement with the e-gov initiatives of EPA and the business program areas, is to consolidate all related TDEC environmental data into one centralized TDEC repository allowing electronic forms submission for our regulated constituency, workflow collaboration and tracking, data reporting to EPA and consistency of reporting on regulated state entities.
- Original and supporting documents will be electronically archived by associated business rules, and available on-demand, independent of the software application that produced the documents.
- To realize the vision requires the accomplishment of five major goals: Implement a plan for integrating all individual data repositories into an Oracle platform; deploy the electronic forms platform for each division (regardless of location and function), for the collection and retrieval of the integrated data, regardless of collection device; deploy the document management and archival module as an integral part of the solution; deliver standardized and consistent data to the Environmental Protection Agency (EPA) via the Central Data Exchange
- (CDX) – the central location developed by EPA for submission of state data; incorporate the extraction and reporting of TDEC's
- key performance measures both internally and externally.

## Achievements

**Enforcement:** We have completed integrating all of the large Divisions into the Enforcement Tracking database, and are currently invoicing directly into Great Plains for all issued Orders. Also, the database is searchable by the public through the internet.

- **Asbestos Tracking Database:** We have successfully implemented the Asbestos Tracking Database, giving the Department a streamlined and effective web-based application which will greatly enhance our capabilities in removal programs across the state.
- **Tank Helper:** The Division of Underground Storage Tanks has deployed the TankHelper program (developed by the NIC) that gives online training capabilities to underground storage tank operators across the state. This program allows certification and reporting on all personnel responsible for maintenance of these tanks, helping to minimize spills that endanger our environment.
- **Water Pollution Control Internet Searching:** The Division of Water Pollution Control has opened their WaterLog database to searches by the public over the internet, allowing anyone to view permit information without needing to contact Department personnel.
- **Ground Water Protection Online:** We have succeeded in giving the Division of Ground Water Protection their first electronic permit system with an online app that allows customers to apply for their septic tank permits online without having to travel to an environmental field office, saving time and resources while increasing convenience.

## Planned Applications

Parks Online Reservation System

- Online Invoice Payments
- APC SmogLog
- Handheld Inspection Devices
- Watershed Management and GIS

# Mental Health

## Mission

The Tennessee Department of Mental Health's (TDMH) mission is to plan for and promote the availability of a comprehensive array of quality prevention, early intervention, treatment, habilitation, and rehabilitation services and supports based on the needs and choices of people with mental illness, serious emotional disturbance, and substance use disorders and their families.

## Business Strategy

- Work in partnership with service recipients and their families to promote and provide for a culturally competent system of services and supports that is person-centered and family focused
- Develop and lead partnerships to increase public awareness and promote acceptance of children and adults with mental illness, serious emotional disturbance, or substance use disorders and their service needs
- Provide Tennesseans access to prevention and early intervention activities
- Ensure the capacity of the service system will meet the needs of persons with serious mental illness, serious emotional disturbance, or substance use disorders in the least restrictive environment
- Ensure identified improvements to the system are based on service recipient and family feedback, outcomes, data and other management information
- Provide effective leadership and efficient and accountable management of resources

## Technology Strategy

- Pursue an enterprise approach for custom application development, utilizing existing code wherever possible in an effort to streamline development, security, and the user experience
- Provide tools that enhance our ability to maximize limited staff resources
- Move toward complete electronic health records adoption in the five Regional Mental Health Institutes (RMHIs), adhering to all HIPAA rules and regulations as well as Title 33 statute

## Achievements•

Successfully implemented a new Forensic Billing application, resulting in a more streamlined workflow and the elimination of an aging legacy application that was no longer supportable

- Developed a new Incident Tracking system, scheduled for go-live in summer 2011
- Successfully implemented a new Edison Interface to automate payment for service delivery; project included business process review of payment processes and analysis resulted in the elimination of redundant effort
- Successfully implemented a new system for tracking investigations in our Regional Mental Health Institutes (RMHIs)
- Successfully completed the pilot telemedicine project at Western Mental Health Institute in Bolivar, Tennessee

## Planned Applications

- Expand telemedicine to all five Regional Mental Health Institutes for admissions assessments; continue to pursue other opportunities with the equipment, such as video competency hearings
- Complete the pharmacy upgrade project, a major implementation which will impact both pharmacy and nursing operations
- Upgrade hospital information system to comply with HIPAA 5010 changes; complete compliance testing by January 2012
- Continue planning for major migration to ICD-10
- Begin replacing aging computer inventory, with a target to replace all workstations in the next three years
- Begin rollout of Windows 7; start training staff on new operating system
- Migrate from GroupWise to Microsoft Exchange email platform
- Develop requirements for an ancillary cost reporting system for RMHIs
- Implement new outcomes assessments and statistical reports in our hospital information system
- Develop plans for changing block grant data collection requirements

# Intellectual and Developmental Disabilities

## Mission

The newly created Department of Intellectual and Developmental Disabilities (DIDD), previously known as the Division of Intellectual Disabilities Services (DIDS), within the Department of Finance and Administration, is responsible for providing services and supports to Tennesseans with Intellectual Disabilities and other developmental disabilities and to their families. DIDD provides services, either directly or through contracts with community providers, in a variety of settings. These settings range from institutional care to semi-independent living in the community. DIDD is composed of a central office located in Nashville, three main regional offices, and four satellite regional offices located throughout East, West, and Middle Tennessee. Additionally, DIDD has two long-term care facilities located in Nashville and Greeneville.

## Business Strategy

- We will continue to provide services to Tennesseans with Intellectual Disabilities under the federally approved Home & community Based Waiver and the statewide Family support Program established by the General Assembly in 1992
- We will continue the oversight of persons with Intellectual Disabilities living in Intermediate Care Facilities (ICF/ID)
- We will ensure Protection from Harm practices as implemented are tracked and reported on.
- We will provide enhanced data collection and reporting to CMS and TennCare.
- We will improve the relationship with our provider partners.

## Technology Strategy

- Support ongoing business operations through support, maintenance, & improvements to systems currently in place.
- Work closely with business partners to assess DIDD's business needs and to appropriately recommend and implement technology solutions that address these needs.
- Seek out opportunities and implement new technology solutions that promote DIDD's goal of maximizing organizational and operational efficiency.

## Achievements

- Restructure the IT Department and creation of a IT Training Division
- Completion of additional Group Homes in East and West Tennessee
- COSMOS Qualified Provider Application development and move to production
- Enhancements COSMOS IRR, PTP, FAR and Complaints applications and addition of a new IRR Survey per CMS requirements
- Addition of multiple crystal reports to assist users with CMS Reporting
- Modifications to NSynchronizer process for efficiencies in processing
- Relocated our Visual Source Safe software to an OIR shared server to ensure that our source code is adequately backed up
- Relocated PCP to an OIR shared server for more secure and efficient processing and upgraded the PCP for greater efficiencies
- Developed a more efficient way to view the One Day Delay Billing report (PCP)
- Developed an efficient process to allow synchronization between FoxPro & Oracle
- Began the process of preparing for a new data warehouse that will house data from the Net Smart in the future.
- Upgraded SIS to Frame work 2.0 and migrated it to an OIR shared server for more secure and efficient processing.
- Develop and move to production an application to track Qualified Providers and their staff and report findings to TennCare/CMS

## Planned Applications

- Single Integrated Application System deployment (Phase I and II)
- Upgrade to Pharmacy System
- Electronic Health Record – Enhancement to Single Integrated Application System
- TIMS Project
- COSMOS Incident Level 2 tracking application

# General Services

## Mission

The mission of the Department of General Services is to provide central support services to all agencies and Departments in state government in the most economic and efficient method

## Business Strategy

Provide a clean, safe, secure, and efficient work environment for state government and its employees, clients, and visitors in all property under the jurisdiction of the Department of General Services

- Assist state agencies and departments in cultivating procurement opportunities with minority, woman-owned, and small businesses by improving procurement policies and procedures to assure the equal and fair participation of diversity businesses. Serve as a business assistance resource to small, minority, or woman-owned businesses that desire to contract and strengthen their expertise in navigating the procurement process
- Ensure all goods and services provided to state agencies and departments are cost competitive and comparable to private industry.

## Technology Strategy

- Implement technology projects identified in the Information System Plan.
- Support the preparation and implementation of an Enterprise Resource Planning (ERP) solution to replace existing applications.
- Develop a shared services organizational structure to provide technology support.
- Stabilize computer infrastructure and increase effectiveness of computer maintenance by implementing Active Directory, and expanding the use of internal or enterprise-wide inventory and application deployment tools.
- Improve support and maintenance of business applications by ensuring security and stability of existing applications by continuing to develop and execute plans for upgrade of hardware and software on all applications and implementing upgrade and enhancement release cycles for all supported applications.
- Revisit disaster recovery plans in light of the implementation of Edison and the new disaster recovery contract.
- Implement policies and procedures to comply with the Enterprise Information Security Policy.

## Achievements

- Procurement Opportunities Publication (AGFHE)
- Visitor Access System (AGFHL)
- Parking Tag System
- Visitor Entry System
- Security Incident Tracking System
- Maintenance upgrades implemented to Enterprise 32 and the Security Incident Tracking System (SITS )

## Planned Applications

- None provided

# Agriculture

## Mission

To serve the people of Tennessee by promoting wise uses of our agricultural and forest resources, developing economic opportunities, and ensuring safe and dependable food and fiber.

## Business Strategy

Create a more effective, efficient, and focused Department of Agriculture.

Promote the wise and sustainable use of agricultural and forest resources.

Develop economic opportunities for Tennessee farmers, forestland owners, and agribusinesses.

Ensure a safe, wholesome, and dependable food supply.

Increase public awareness of the importance of agriculture and forestry to Tennessee's economy and quality of life.

Address bio-terrorism threat, invasive foreign animal diseases, contamination of the food supply or plant pests in TN or USA.

## Technology Strategy

- Move all current business information systems to MS-ASP.Net and MS-SQL based systems, which are accessible by Internet
- Provide office staff and field personnel, with easy secure access to AG information, through desktops or through wireless devices.
- Provide the public with secure, restricted access to regulated business information.
- Fully Implement programmed interfaces between Edison and existing In-House revenue processing systems.

## Achievements

- On-Line Field Point to Point Tracking System (Phase 2)
- Animal Entry Permitting System
- FDA Tobacco Program
- Synar Tobacco Survey Program
- Agricultural Enhancement Grants Program
- SYNAR Cover Study
- Agricultural Lime Permitting and Tonnage System
- Grade 'A' Dairy Laboratory Results Import Project
- CIF Producer(s) Refunded Identification Project
- AGICS-LIMS Reporting Project [Joint Project]
- Boll Weevil/Farm SVCS Agency(USDA) Data Integration Project
- Boll Weevil Annual Import Project (from FSA-USDA)
- Plant Inspections (Net-book)
- SQL Server Database Efficiency
- Animal Health Program - Traceability System
- Pick TN Products, Public Web Site Redesign
- TN. Pesticide Compliance Tracking System (TCATS) – Implementation of Statutes
- TCATS (ADI) additional inspections
- Commodity Indemnity Fund Management System Development
- Cattle Brands Public Look-Up Page
- Water Resources Project Tracking System (ARCF) – Administration
- Pesticide Point to Point Tracking System
- Animal Premises Project
- Pesticide Testing System
- Certificate of Veterinary Inspection (Phase 2)
- FFL Ag Inputs Reporting (2009/2010 Public Access Publishing)
- Ag Inputs Automation - UFTRS [Joint Project - Consulting]
- Commodity Indemnity Fund Assessment Start-Up Project (CIF Phase II)
- Ag Water Resources Project
- Dairy, FFL, and Weights & Measures License Renewal Project
- Ag-A/R (Agriculture Revenue System) [Recurring]
- Pest Certification Points Calculation (re-written to SQL Server)
- Fertilizer Tonnage online submission system
- Redesign of Intranet Marketing Browser System
- Forestry – PDF project (may or may not still be a project)
- Inclusion of TCA (Tennessee Code Annotated) for pesticide violation control (TCATS)
- Inspector Hours Utilization Reports (TCATS)
- AG Inputs Control System (AGICS)

## Planned Applications

- Server Setup/Support LIMS System
- Pesticide Exam Scheduling – Public Interface
- Pesticide Compliance Tracking Standalone Version
- WR 319 Grant Tracking System LIMS – Animal & Chemical
- Ag Enhancement/Edison Payment Capture Project Water Resources Project Tracking
- Commodity Indemnity Fund Assessment Mgmt
- Forestry-Nursery Project
- Forestry Insect and Disease Database Project

# Education

## Mission

The Department of Education's (TDOE) mission is to help teachers teach and children learn.

## Business Strategy

The TDOE strategic plan has 6 key goals to guide its business strategies and to focus its efforts:

- Tennessee intends to ensure successful implementation of First to the Top.
- Tennessee is well along the road to implementing higher, clearer standards and will accelerate adoption of the closely aligned Common Core.
- Tennessee has the nation's richest data system and will expand its use.
- Tennessee will find and support the best possible talent for its schools.
- Tennessee will re-engineer its accountability system to focus on low-achieving schools.
- Tennessee will be a national leader in STEM education.

## Technology Strategy

- Implement 100% of the First to the Top Plan.
- Continuous improvement of the instructional process with a seamless integration of curriculum and technology and the use of timely information on student performance.
- Leadership and service for the Tennessee districts and schools in the use of technology. Continuous improvement of TDOE administrative services & support operations through the application of process improvement methodologies together with technology.

## Achievements

The TDOE has made progress toward accomplishing many of the agencies needs as other initiatives already underway in the Agency. Examples of this progress include:

- Expanded use of the state-wide unique student ID across multiple applications.
- Continued use of a data management committee to improve governance and coordination of data collection, retention, & reporting.
- Continued the use of an eGrants system (FACTS) to minimize return of USED funds.
- Continued electronic transmittal of transcripts to TSAC for electronic verification of transcripts for the HOPE scholarship
- Continued the process of eliminating duplicate data collections in such areas as graduation data, discipline data, Career and Technical Education, etc.
- Published the annual TDOE School Report Card and Adequate Yearly Progress (AYP) reports.
- Refined the error processing for EIS and added additional report and query capabilities for districts.

## Planned Applications

The major projects that will continue to be pursued to carry out the vision, goals, and strategies of the TDOE technology plan are as follows:

- Continue to develop FileNet replacement for Teacher Licensing/MARS.
- Implement content management for teacher licensing.
- Pursue business intelligence tools for replacement of Discoverer end user layer.
- Analyze the sharing of our state assigned student identifier with other agencies.
- Expand information available in the data warehouse to include disaggregate program data required in federal reporting.
- Implement Career and Technical (CTE) Technical Skills Assessment/End of Course exams as federally required.



# Bureau of Investigations

## Mission

That guilty shall not escape, nor innocence suffer.

## Business Strategy

- Provide criminal investigative assistance to the District Attorneys General.
- Provide criminal investigative, technical, and training assistance to local law enforcement agencies.
- Detect and investigate areas within Tennessee Bureau of Investigation's (TBI) original jurisdiction including fugitive apprehension, narcotics, public corruption, organized crime, Medicaid fraud and patient abuse.
- Provide criminal investigative information and intelligence to out-of-state agencies and the Federal Bureau of Investigation (FBI).
- Manage the statewide marijuana eradication program.
- Provide forensic science examinations for all Tennessee law enforcement agencies.
- Provide Deoxyribonucleic Acid (DNA) testing as a means of criminal identification.
- Respond to crime scenes assisting in the collection of evidence relative to major felony cases.
- Establish and maintain a system of intrastate exchange of criminal justice information to all agencies entitled to all or any part of such information.

## Technology Strategy

- Facilitate the development and provide on-going support of the Tennessee Fusion Center (TFC). The TFC will make use of personnel from multiple agencies, existing disparate information systems, and newly established technologies to collect, integrate, evaluate, analyze and disseminate intelligence as it relates to detecting, preventing and investigating criminal and or terrorists activity.
- Continue to leverage NIEM, XML and Web Services to provide additional materials and data to end users in the most ubiquitous current methodology, i.e., the World Wide Web.
- Improve the management, review and control of information technology costs associated with our contract vendors, including OIR.
- Implement a "virtual server" environment to reduce both cost and risk, and increase efficiency and flexibility.

## Achievements

- Processed 286,353 firearm transactions during the 2010 fiscal year, resulting in the identification of 279 wanted persons and 308 stolen firearms.
- Received and processed a total of 546,283 fingerprint cards during the 2010 fiscal year. Of that amount, 370,121 were criminal cards and 194,162 were applicant/civil submissions. Over 90% of the total submissions were received electronically.
- Continued operation of the Sex Offender Registry program with over 14,800 convicted sex offenders registered with the TBI.
- Trained and/or tested over 10,000 law enforcement personnel to fulfill certification requirements for NCIC and the TIBRS program.
- Performed over 80,800 Tennessee Open Records Information Services (TORIS) name-based background checks during the 2010 fiscal year.
- The Tennessee Fusion Center was named Fusion Center of the Year by the U.S. Department of Homeland Security (DHS). The TFC Fusion System collects criminal activity information from over 520 Law Enforcement and higher education facilities from across Tennessee. The system provides information sharing tools allowing State, Local and Federal Law Enforcement agencies to have access to over 42,500,000 investigative records. The system now includes intelligence management components insuring enforcement of TFC Privacy policies and Federal Intelligence Management regulations.

## Planned Applications

- Continue Fusion Center implementation.
- Continue with planned improvements to the Tennessee Instant Check System (TICS).
- Replace our firewall VPN software with a less expensive and easier to maintain SSL VPN appliance.

# Tennessee Wildlife Resources Agency (TWRA)

## Mission

It is the mission of the Tennessee Wildlife Resources Agency to preserve, conserve, manage, protect and enhance the fish and wildlife of the state and their habitats for the use, benefit and enjoyment of the citizens of Tennessee and its visitors. It is our mission to manage certain non-game wildlife to insure their perpetuation as members of ecosystems, for scientific purposes, and human enjoyment. It is also our mission to foster the safe use of the state's waters through a program of law enforcement, public education, and access.

## Business Strategy

The Tennessee Wildlife Resources Agency is using the media and educational opportunities to:

- Educate the public as to the needs of all wildlife in the state.
- Continue to enforce laws to protect wildlife, and boating safety.
- Pursue federal monies and various contributions to enhance wildlife programs.

## Technology Strategy

Development of Internet Applications

- Continued Professional Development
- Review of Disaster Recovery Preparedness
- Acquisition and Replacement of requisite equipment to support the mission and goals of the agency

## Achievements

- Completed Remote Access License System (REAL) contract
- Completed License Smart Guide
- Completed Wildlife Habitat Website
- Completed Hunter's Toolbox

## Planned Applications

- Project Budgeting System
- License System Backup
- Automated Creel Data Collection
- Online Scientific Collection

## Office for Information Resources (OIR)

OIR provides direction, planning infrastructure, resources, and coordination in managing the information technology needs of the State of Tennessee. OIR's customers and partners consist of State agencies, departments, commissions, location education agencies, K-12 schools, and higher educations. OIR serves as staff to the Information Systems Council (ISC), and under the ISC's guidance, provides technical direction and assistance, as well as computer service bureau services, to the State's agencies and departments. OIR also has a Governance Committee that provides oversight to OIR activities.

### Office for Information Resources Billable Services for 2010-2011

OIR is funded by a cost recovery model only. The Office does not receive any direct appropriation from the State budget. The chart below shows OIR's agency billings broken down into the following categories:

- **NETWORK SERVICES** – Connectivity to approved data networks including the Wide Area Network ("WAN").
- **MAINFRAME PROCESSING** – Processing transactions on the mainframe, data center printing and disk and tape storage.
- **VOICE COMMUNICATIONS** – Telephone services as well as installation of new lines and telephone systems.
- **LOCAL AREA NETWORK** – Local Area Network ("LAN") hardware and software including email services.
- **DISTRIBUTED SERVICES** – Hosting for various information systems located at the state data centers.
- **ITPRO CONTRACTORS** – Statewide IT staff augmentation services.
- **IT PROFESSIONAL SERVICES**
  - State Website and Online Services** – Services for state website and agency portal applications.
  - Business Intelligence** – Services for data analysis, dashboards, and reporting.
  - Content Management** – Services for electronic document management and automated workflow.
  - Geographic Information Systems (GIS) Services** – Services for hosting and development of agency geospatial applications.
  - Database Administration** – Services to design, develop and maintain agency databases.
  - Middleware Support** – Services for administration and consulting of agency based applications.
  - Agency Equipment Purchases** – Purchase hardware and software off of restricted contracts on the behalf of agencies.
- **OTHER SERVICES** – Includes various services including the integrated help desk and Remedy support.